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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x Chapter 11

In re : Case No. 86 B 12206 (PBA)
(Jointly Administered)

CUYAHOGA EQUIPMENT CORPORATION, :
et al., :

Debtors. :
-----x

ORDER AMENDING FEBRUARY 13, 1987 ORDER
AND AUTHORIZING TRUSTEE TO EXECUTE RIGHT
OF ACCESS AND RELEASE AGREEMENT WITH
PUBLICKER INDUSTRIES INC. AND MORTGAGEE

Upon the annexed application of Chester B. Salomon,
Chapter 11 trustee herein, and for sufficient cause, and upon the
subjoined consent of counsel for Freedom Savings & Loan
Association, and it appearing that no further notice of the
settlement hereof need be given and that the consent of Harris
Trust & Savings Bank is not necessary, it is

ORDERED that the order, dated February 13, 1987,
granting exclusive control of access to the site of the Publicker
Industries, Inc. plant in Philadelphia, Pennsylvania is hereby
amended to the extent necessary to grant access to Publicker
Industries, Inc. in accordance with Exhibit B annexed hereto; and
it is further

ORDERED that the trustee be, and he hereby is,
authorized and empowered to execute and deliver a Right of Access
Agreement substantially in the form of Exhibit B and a Release
Agreement substantially in the form of Exhibit C; and it is
further

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ORDERED that the trustee be, and he hereby is,
authorized to take other and further steps necessary to implement
the terms of this order and Exhibits B and C; and it is further

ORDERED that in all other respects the February 13 and
February 20, 1987 orders (Exhibit A) shall remain in full force
and effect.

Dated: New York, New York
July 23, 1987

S/
United States Bankruptcy Judge

AGREED TO:

CARTER LEDYARD & MILBURN
Attorneys for Freedom Savings
& Loan Association

By: S/
2 Wall Street
New York, New York 10005
(212) 732-3200

Gadsden

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x Chapter 11

In re : Case No. 86 B 12206 (PBA)
: (Jointly Administered)

CUYAHOGA EQUIPMENT CORPORATION, :
et al., :
Debtors. :

-----x

APPLICATION FOR ORDER AMENDING FEBRUARY 13, 1987
ORDER AND AUTHORIZING TRUSTEE TO EXECUTE RIGHT
OF ACCESS AND RELEASE AGREEMENT WITH PUBLICKER
INDUSTRIES INC. AND MORTGAGEES

TO THE HONORABLE PRUDENCE B. ABRAM, BANKRUPTCY JUDGE:

The application of Chester B. Salomon, as chapter 11 trustee of Overland Corporation, respectfully sets forth and alleges:

1. On November 20, 1986, an involuntary petition for relief under chapter 7 of title 11 of the United States Code (the "Bankruptcy Code") was filed against Cuyahoga Equipment Corporation, a Florida corporation. On November 21, 1986 the involuntary chapter 7 petition was amended and made into an involuntary chapter 11 petition; and involuntary chapter 11 petitions were also filed against Cuyahoga Wrecking Corporation, a Florida corporation, Cuyahoga Wrecking Corporation, an Illinois corporation, Cuyahoga Wrecking Co., Inc., an Ohio corporation, Jordan & Foster Scrap Corporation. On November 25, 1986, the five debtors named above filed consents to relief under chapter 11 and relief was thereafter ordered. On December 31, 1986, voluntary petitions for relief under chapter 11 were filed by Wrecking

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Corporation of America, an Illinois corporation, Wrecking Corporation of America, an Ohio corporation, Cleveland Demolition Co., Inc., and Cuyahoga Wrecking Corporation (an Ohio corporation, but not denominated as such in the caption of the petition). On January 3, 1987, voluntary petitions for relief under chapter 11 were filed by Cuyahoga Wrecking Corporation of Florida and Overland Corporation, a Pennsylvania corporation ("Overland"). On February 2, 1987, a voluntary petition for relief under chapter 11 was filed by Cuyahoga Wrecking Corporation, a Michigan corporation.

2. On February 18, 1987, applicant was appointed chapter 11 trustee of Overland. Applicant has qualified and is currently acting in that capacity.

3. Overland is the owner of real property known as "the Publicker site" located at 3223 South Delaware Avenue, Philadelphia, Pennsylvania. Overland purchased the property in Spring 1986 from Publicker Industries, Inc. ("Publicker"). Freedom Savings & Loan Association ("FSL"), a Florida bank, and Harris Trust & Savings Bank ("Harris"), a Chicago bank, hold first and second mortgages on the Publicker site. The validity of the Harris mortgage has been disputed.

4. On February 13, 1987, before the qualification of applicant as trustee, an ex parte application was made to the bankruptcy court by FSL, seeking exclusive control of access to the Publicker site and the ability to bar any party. On February 13, 1987 the bankruptcy court signed an order appended

to FSL's application granting exclusive control of access to the site and ability to bar any party other than the trustee or his designees. This order was continued in effect by an order dated February 24, 1987 (the February 13 and February 24, 1987 orders are together referred to as "the Freedom Order"). Annexed hereto and incorporated herein as an Exhibit A is a copy of the application and the Freedom Order. Applicant's proposed counsel, Salomon Green & Ostrow, P.C., and New York counsel for Harris, Glass & Zimmerman, stated that they had no objection to the relief sought. Upon information and belief, at all times after February 13, 1987 and until July 1987 Freedom has been in exclusive possession and control of access to the Publicker site.

5. In late June 1987, a fire took place at the Publicker site. Applicant has not received any official reports concerning the fire, although the same was highly publicized in the Philadelphia press. Prior to the filing of the chapter 11 case, two workers were killed as a result of an accident on the Publicker site.

6. Shortly after the June fire, the United States Environmental Protection Agency ("EPA") notified applicant and applicant's co-counsel, LeBoeuf, Lamb, Leiby & MacRae, that the Publicker site had become a "superfund" site. Since the notice, LeBoeuf has been in telephone contact with the counsel for the EPA, Publicker, Freedom and Harris. Publicker desires to take steps to mitigate its potential liability. In recent days Publicker has sought to have a formal Right of Access to permit

it and its agents to conduct certain immediate stabilization activities and to perform an assessment of the site in anticipation of a Consent Agreement to be entered into between Publicker and the EPA. The Consent Agreement will instruct Publicker or its agents to perform work necessary to remedy what EPA perceives to be immediate dangers to public health or the environment.

7. Publicker has circulated for comment a Right of Access proposed to be executed by the trustee, Publicker, Freedom and Harris. Annexed hereto as Exhibit B is the proposed Right of Access. Annexed hereto as Exhibit C is the proposed Release Agreement. The same has been reviewed by counsel. On July 22, 1987 Harris advised of its unwillingness to sign Exhibits B and C, but the other parties apparently are prepared to proceed.

8. Applicant is seeking authority to execute Exhibits B and C and deliver the same in order to permit Publicker to take necessary steps to stabilize the hazardous waste situation and perform an assessment and to permit it to move forward with the consent agreement. LeBoeuf advises that Exhibits B and C (a) are not atypical of arrangements made in similar situations, (b) present substantial cost advantages to Publicker and other potentially liable parties, and (c) represent a reasonable means of dealing with the EPA where the estate has no funds available.

9. In executing Exhibits B and C, applicant does not intend to materially change or amend the Freedom Order. Instead, applicant merely requests a modification of the same to the


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extent necessary to permit the trustee and Freedom to execute Exhibits B and C.

10. No previous application for the relief sought herein has been made to this or any other court.

WHEREFORE, applicant respectfully prays for the granting of the prefixed order together with such other and further relief as is just.

Dated: New York, New York
July 23, 1987



Chester B. Salomon, as Trustee of
Overland Corporation, Debtor

LeBOEUF, LAMB, LEIBY & MacRAE,
Co-Counsel for the Trustee

By: 

A Member of the Firm
520 Madison Avenue
New York, New York 10022
(212) 315-8000

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x

IN RE:	:	Case No.
	:	86-B-12206 (PBA)
CUYAHOGA EQUIPMENT CORPORATION,	:	and Case Nos.
PHILIP B. SCHWAB,	:	86-B-12210 (PBA) -
MARY L. SCHWAB,	:	86-B-12215 (PBA),
CUYAHOGA WRECKING CORPORATION,	:	inclusive
a Florida Corporation,	:	(Jointly Administered)
CUYAHOGA WRECKING CORPORATION,	:	
an Illinois Corporation,	:	
CUYAHOGA WRECKING CO., INC.,	:	
JORDON & FOSTER SCRAP CORPORATION,	:	
	:	
Debtors.	:	

-----x

IN RE:	:	Case No. 87-B-10026
	:	(PBA)
OVERLAND CORPORATION,	:	
a Pennsylvania Corporation,	:	
	:	
Debtor.	:	<u>ORDER</u>
	:	

-----x

Upon the ex parte application of Freedom Savings & Loan Association ("Freedom"), it is hereby ORDERED that

1. To the extent provided hereafter, the automatic stay of Section 362 of the Bankruptcy Code is hereby modified for cause;

2. All representatives of the Debtor and its affiliates turn over all keys to the Publicker site in Philadelphia, Pennsylvania to Freedom Savings & Loan Association or its representatives effective immediately;

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Other than the trustee or his designee

3. Effective 8:00 P.M., February 13, 1987, Freedom have exclusive control of access to the site and ability to bar any party, including representatives of the Debtor and its affiliates; ^{The expense of such security not to exceed \$8,000} _{without the consent of Harris Bank}

4. A hearing on continuation of the relief sought by this order be held in Room 201, United States Courthouse, Foley, Square, New York, New York on February 24, 1987 at 10:00 o'clock;

5. Notice of the hearing be served by hand on the Debtor through its counsel, Nachamie, Kirschner, Levine, Spizz & Goldberg, P.C., on or before February 17, 1987 at 5:00^{PM} o'clock.

Dated: New York, New York
February 13, 1987

sl Prudence B. Abram
U.S.B.J.

NO OBJECTION

SALOMON GREEN & OSTROW, P.C.

Proposed Counsel to the Chapter 11

Trustee

By /s/ Alice P. Ostrow

NO OBJECTION

GLASS & ZIMMERMAN

By sl Andrew B. Eckstein

AR200037

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x

IN RE:	:	Case No.
	:	86-B-12206 (PBA)
CUYAHOGA EQUIPMENT CORPORATION,	:	and Case Nos.
PHILIP B. SCHWAB,	:	86-B-12210 (PBA) -
MARY L. SCHWAB,	:	86-B-12215 (PBA),
CUYAHOGA WRECKING CORPORATION,	:	inclusive
a Florida Corporation,	:	(Jointly Administered)
CUYAHOGA WRECKING CORPORATION,	:	
an Illinois Corporation,	:	
CUYAHOGA WRECKING CO., INC.,	:	
JORDON & FOSTER SCRAP CORPORATION,	:	
	:	
Debtors.	:	

-----x

IN RE:	:	Case No. 87-B-10026
	:	(PBA)
OVERLAND CORPORATION,	:	
a Pennsylvania Corporation,	:	
	:	
Debtor.	:	<u>AFFIDAVIT</u>
	:	

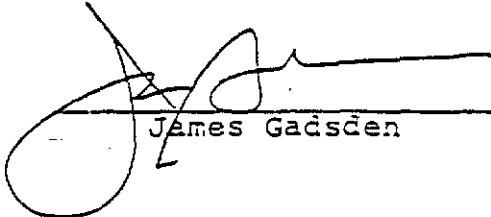
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STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

James Gadsden, being duly sworn, deposes and says:
I am a member of the firm of Carter, Ledyard & Milburn,
attorneys for Freedom Savings & Loan Association. I placed
calls to Mr. Spizz at 11:45 A.M. and 2:00 P.M. When I was
unable to reach him, I left word that I was going to present
an order to show cause relating to Publicker to the Court.
This application is being made by order to show cause without

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notice because of the extraordinary need for relief as demonstrated
by the affidavit of Charles Keller.


James Gadsden

Sworn to before me this
15th day of February, 1987.


Notary Public

ROBERT N. FASS
Notary Public, State of New York
No. 31-4763198
Qualified in New York County
Commission Expires Dec. 31, 1988

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x

IN RE: : Case No.
 : 86-B-12206 (PBA)
CUYAHOGA EQUIPMENT CORPORATION, : and Case Nos.
PHILIP B. SCHWAB, : 86-B-12210 (PBA) -
MARY L. SCHWAB, : 86-B-12215 (PBA),
CUYAHOGA WRECKING CORPORATION, : inclusive
a Florida Corporation, : (Jointly Administered)
CUYAHOGA WRECKING CORPORATION, :
an Illinois Corporation, :
CUYAHOGA WRECKING CO., INC., :
JORDON & FOSTER SCRAP CORPORATION, :
 :
Debtors. :

-----x

IN RE: : Case No. 87-B-10026
 : (PBA)
OVERLAND CORPORATION, :
a Pennsylvania Corporation, :
 :
Debtor. : AFFIDAVIT

-----x

STATE OF FLORIDA)
ss.:
COUNTY OF)

Charles Keller, being duly sworn, deposes and
says:

1. I am Vice President of Freedom Savings & Loan Association and make this affidavit in support of Freedom's application for relief from the automatic stay from cause to permit it to assume control of access to the Publicker site in Philadelphia, Pennsylvania.

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2. Freedom holds a mortgage on and security interest in the land, buildings, ^{tanks} equipment and scrap metal located at the Publicker site. According to the Debtors' schedules there are approximately 3,000 tons of scrap on the ground at the site valued at \$80 per ton and various useable tanks and equipment. Included among the scrap is \$20,000 to \$35,000 worth of copper, brass and stainless steel barrelled and ready for delivery. All of the scrap, tanks and equipment is easily portable and saleable in the scrap market. The debtors' local representative, Mr. Reiss, informs me that he has sale of the copper and brass scheduled for Tuesday, February 17, 1987.

3. At approximately 10:30 A.M. this morning I received a telephone call from Mr. Reiss informing me that the Debtors had laid off all personnel at the site and that the last security guard will leave the site at 8:00 P.M. this evening, leaving the site unguarded. Because of the ease of transporting the scrap and based on prior experience in dealing with similar collateral, I believe that, if the site is left unguarded, Freedom and the Debtors will suffer a substantial loss of the collateral.

4. At 1:15 this afternoon I spoke with Edward O'Shea, the private investigator who has been maintaining surveillance of the site. He told me that a member of his staff had observed two pick-up trucks loaded with scrap

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leaving the yard at 9:10 P.M. last night. The investigator pursued the trucks but lost track of them on Interstate I 70. One of the trucks was believed to have been driven by Mr. Reiss' son.

WHEREFORE, Freedom Savings & Loan Association respectfully requests release from the automatic stay for cause to permit it to take control of the Publicker site as of 8:00 P.M., February 13, 1987.

S/

Charles Keller

Sworn to before me this
day of February, 1987.

S/ Irene P. Drain
Notary Public

AR200042

62) File 09 000
see letter
3/5/87

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

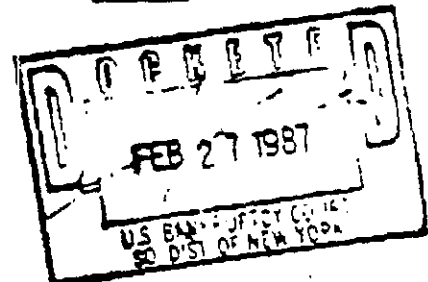
IN RE:

CUYAHOGA EQUIPMENT CORPORATION,
PHILIP B. SCHWAB,
MARY L. SCHWAB,
CUYAHOGA WRECKING CORPORATION,
a Florida Corporation,
CUYAHOGA WRECKING CORPORATION,
an Illinois Corporation,
CUYAHOGA WRECKING CO., INC.,
JORDON & FOSTER SCRAP CORPORATION,
WRECKING CORPORATION OF AMERICA,
an Ohio Corporation,
CLEVELAND DEMOLITION CO., INC.,
WRECKING CORPORATION OF AMERICA,
an Illinois Corporation,
CUYAHOGA WRECKING CORPORATION,
CUYAHOGA WRECKING CORPORATION
OF FLORIDA,
OVERLAND CORPORATION,

Debtors.

Case Nos.
86-B-12206 (PBA),
86-B-12210 (PBA) -
86-B-12215 (PBA),
inclusive,
86-B-12484 (PBA) -
86-B-12487 (PBA),
inclusive,
87-B-10025 (PBA) -
87-B-10026 (PBA),
inclusive.
(Jointly Administered)

ORDER



A motion having been made by Freedom Savings and Loan Association ("FSLA"), for relief from the automatic stay of Section 362(a) of the Bankruptcy Code for cause for the limited purpose of allowing FSLA to sell certain prepared scrap owned by Overland Corporation (the "Debtor") located at the Debtor's Publicker Industries Site in Philadelphia, Pennsylvania (the "Site"), in which FSLA claims a valid, perfected security interest, and to continue FSLA in control of the Site, it is ORDERED that

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1. To the extent hereafter provided, the automatic stay of Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a), is modified pursuant to Section 362(d) of the Bankruptcy Code, 11 U.S.C. § 362(d), for cause;

2. FSLA may sell the prepared scrap now at the Site; such sale be carried out by FSLA in a commercially reasonable manner giving due regard to the daily diminution in value of the scrap;

3. Until further order of this Court, FSLA has exclusive control of access to the Site and the ability to bar any party, other than the Chapter 11 Trustee or his designees, including representatives of the Debtor and its affiliates and *attorneys, etc., in reasonable interest to FSLA*

Dated: New York, New York
February 27, 1987

[Signature]
United States Bankruptcy Judge

4. Until further order of this Court, FSLA will hold the proceeds of all sales of scrap in a separate interest bearing account. This order does not constitute an adjudication of the extent, validity or priority of FSLA's liens and/or security interests, if any.

No Objection
Glass & *[Signature]*
[Signature]
James H. Harris, Clerk

No Objection
Solomon Green, PC
[Signature]
-2- Attorney to the
Trustee

RIGHT OF ACCESS

WHEREAS, alleged hazardous wastes are present at the premises currently owned by Overland Corporation ("Overland") on 3223 South Delaware Avenue, Philadelphia, Pennsylvania ("the site"); and

WHEREAS, the United States Environmental Protection Agency ("EPA") has requested immediate action to assess and stabilize the site pursuant to its authority under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"); and

WHEREAS, Publicker Industries Inc. ("Publicker"), a prior owner of the site, has informed the parties hereto that it agreed with EPA to conduct certain immediate stabilization activities and to perform an assessment of the site in anticipation of a consent agreement to be entered into between Publicker and the EPA ("the Consent Agreement"); and

WHEREAS, the EPA as part of the Consent Agreement will instruct Publicker or its agents to perform work necessary to remedy what EPA perceives to be immediate dangers to public health or the environment; and

WHEREAS, it is the intention of the parties hereto to allow Publicker and its agents access to the site to undertake the terms of the Consent Agreement; and

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WHEREAS, Overland filed a petition for Chapter 11 relief in the United States Bankruptcy Court for the Southern District of New York, Action No. 87-B-10026 (PSA), on January 6, 1987; and

WHEREAS, Chester B. Salomon is the duly appointed, qualified and acting trustee ("Trustee") in bankruptcy for the Overland estate; and

WHEREAS, Freedom Savings & Loan Association ("Freedom") possesses a first mortgage on the site; and

WHEREAS, Harris Bank possesses a subordinate mortgage on the site;

NOW, THEREFORE, in consideration of the sum of one dollar, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby permit Publicker, together with its successors, assigns, employees, officers, directors, managers, personnel, parents and subsidiaries, agents, contractors or subcontractors (hereinafter "Publicker"), access to the site whenever necessary to perform any work reasonably necessary to comply with the Consent Agreement. This Right of Access is effective as of the date of execution hereof and will remain effective until such date as all work required under the Consent Agreement is completed by Publicker but in no event beyond August 1, 1989.

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto, intending to
be legally bound hereby, have hereunto set their hands and
seals this ____ day of July, 1987.

ATTEST

CHESTER B. SALOMON
TRUSTEE IN BANKRUPTCY

ATTEST-CORPORATE SEAL:

PUBLICKER INDUSTRIES, INC.

Secretary

By: _____
Title

THE UNDERSIGNED HAS NO OBJECTION TO THE TRUSTEE
GRANTING ACCESS TO THE SITE WITHIN THE TERMS OF THE FOREGOING.

ATTEST-CORPORATE SEAL:

FREEDOM SAVINGS & LOAN ASSOCIATION

Secretary

By: _____
Title

ATTEST-CORPORATE SEAL;

HARRIS BANK

Secretary

By: _____
Title

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Exhibit C

RELEASE AGREEMENT

WHEREAS, alleged hazardous wastes are present at the premises currently owned by Overland Corporation ("Overland") on 3223 South Delaware Avenue, Philadelphia, Pennsylvania ("the site"); and

WHEREAS, the United States Environmental Protection Agency ("EPA") has requested immediate action to assess and stabilize the site pursuant to its authority under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"); and

WHEREAS, Publicker Industries Inc. ("Publicker"), a prior owner of the site, has informed the parties hereto that it agreed with EPA to conduct certain immediate stabilization activities and to perform an assessment of the site in anticipation of a consent agreement to be entered into between Publicker and the EPA ("the Consent Agreement"); and

WHEREAS, the EPA as part of the Consent Agreement will instruct Publicker or its agents to perform work necessary to remedy what EPA perceives to be immediate dangers to public health or the environment; and

WHEREAS, it is the intention of the parties hereto to allow Publicker to undertake the terms of the Consent Agreement without incurring liability for proper performance of the Consent Agreement or actions required by EPA under the terms of such agreement; and

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WHEREAS, the parties hereto have agreed to a Right of Access to the site for Publicker, dated July __, 1987, so that Publicker and its agents may enter the site to perform said services; and

WHEREAS, Overland filed a petition for Chapter 11 relief in the United States Bankruptcy Court for the Southern District of New York, Action No. 87-B-10026 (PBA), on January 6, 1987; and

WHEREAS, Chester B. Salomon is the duly appointed, qualified and acting trustee ("Trustee") in bankruptcy for the Overland estate; and

WHEREAS, Freedom Savings & Loan Association ("Freedom") possesses a first mortgage on the site; and

WHEREAS, Harris Bank possesses a subordinate mortgage on the site;

NOW, THEREFORE, the parties hereto agree as follows:

1. Trustee, Freedom, and Harris Bank, on behalf of themselves and their respective successors, assigns, employees, officers, directors, managers, personnel, parents and subsidiaries ("the Releasing Parties"), hereby agree that Publicker, its subsidiaries, and their respective successors, assigns, employees, directors, managers, personnel, contractors, or subcontractors ("the Released Parties") are authorized to perform their obligations under the Consent Agreement, including any work ordered by the EPA in connection with the Consent Agreement, and that the Released Parties' proper performance of those obligations shall not confer on the

Releasing Parties any right, claim, or cause of action whatsoever, PROVIDED, however, that in the course of performing their obligations under the Consent Agreement, the Released Parties shall take such steps as are reasonable under the circumstances to insure that property of value on the site is not unnecessarily destroyed or not preserved. The Released Party may destroy or fail to preserve property on the site when such action is reasonably necessary to comply with the Consent Agreement or with the orders of the EPA. The Released Parties shall keep the Trustee, Freedom and Harris Bank informed of their activities at the site and, in particular, shall use their reasonable efforts to give the Trustee, Freedom and Harris Bank 24 hours prior notice of the disposition, destruction or failure to preserve any property of value.

2. Subject to the provisions of paragraph 4, the Releasing Parties hereby remise, release, and forever discharge the Released Parties of and from all manner of claims, actions, suits of any kind whatsoever, wheresoever brought, and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, controversies, dues, sums of money, executions, claims and demands, whatsoever, in law, equity and/or bankruptcy, which the Releasing Parties have or hereinafter can, shall, or may have against the Released Parties for, upon, or by reason of the Released Parties' proper performance in compliance with the Consent Agreement and paragraph 1 hereof, or in compliance with

paragraph 1 hereof and any work ordered by the EPA in connection with the execution of the Consent Agreement.

3. Publiker recognizes that the site may contain health or safety hazards and will take all appropriate precautions to protect its agents, employees and third parties from injury. In the event, nonetheless, that any of its agents and/or employees sustain any injury, Publiker will indemnify, defend, and hold the Releasing Parties harmless from and against any and all resulting claims or causes of action that may be asserted against the Releasing Parties that arise from or relate to the Consent Agreement or Right of Access.

4. This Release Agreement does not determine the liabilities among the parties hereto for the cost of work and does not allocate, determine or admit any liability under CERCLA, comparable state legislation, or common law for costs of response or damages to natural resources.

5. This Release Agreement does not determine any rights, claims or liabilities among the Releasing Parties.

6. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals this ____ day of July, 1987.

ATTEST

CHESTER B. SALOMON
TRUSTEE IN BANKRUPTCY

ATTEST-CORPORATE SEAL;

HARRIS BANK

Secretary

By: _____
Title

ATTEST-CORPORATE SEAL:

FREEDOM SAVINGS & LOAN ASSOCIATION

Secretary

By: _____
Title

ATTEST-CORPORATE SEAL:

PUBLICKER INDUSTRIES, INC.

Secretary

By: _____
Title